

UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK

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CITY OUTDOOR, INC. Civil Action No.: 19-4609

Plaintiff,

COMPLAINT

-against-

LIGHTYEAR MEDIA, INC.

Defendant
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City Outdoor, Inc. (“CO”), through its attorneys, Law Office of Eduardo Glas, P.C., by way of complaint against defendant Lightyear Media, Inc. (“LYM”), alleges as follows:

JURISDICTION AND VENUE

1. CO is a corporation organized under the laws of the State of New York with a principal place of business at 1333 Broadway, Suite 504, New York, New York 10018. As a result, pursuant to 28 U.S.C. § 1332 it is a citizen of the State of New York.

2. Upon information and belief, LYM is a Canadian corporation with a principal place of business at 1155 North Service Rd. West – Unit 12, Oakville, Ontario, Canada. As a result, pursuant to 28 U.S.C. § 1332, it is a citizen of a foreign state (i.e., Canada).

3. This action involves the collection of unpaid invoices pursuant to an agreement between the parties for amounts in excess of the \$75,000 minimum jurisdictional amount imposed by 28 U.S.C. § 1332.

5. As a result of the foregoing, this Court has subject matter (pursuant to 28 U.S.C. § 1332).

6. Venue is appropriate under 28 U.S.C. § 1391(b)(1) and (2).

GENERAL ALLEGATIONS

7. In 2013, CO entered into an agreement with the landlord of the building located at 1568 Broadway in New York City to rent space on the digital advertising board (the “Billboard”) affixed to the outside of the building. The agreement allowed CO to sublease with third parties for advertisement time on the board.

8. In 2016, CO entered into such a sublease agreement for advertisement time on the Billboard with LYM. A copy of that agreement is attached hereto as Exhibit A. The sublease agreement was renewed in 2017. A copy of the 2017 renewal is attached hereto as Exhibit B.

9. Upon the expiration of the 2017 renewal, the parties orally agreed to continue to do business under the same terms and conditions throughout 2018 (the oral extension and the 2017 agreement are referred to as the “Contract”).

10. CO’s agreement with the landlord for the Billboard expired on December 31, 2018 and could not be renewed because an extensive redevelopment project made the Billboard unusable. LYM was notified of the expiration sometime in mid-2018.

11. LYM used the Billboard throughout 2018 until the Billboard could not be used anymore.

12. Despite its use of the Billboard through December 2018, LYM failed to pay the invoices dated November 1, 2018, and December 1, 2018. Copies of those invoices are attached hereto as Exhibit C.

13. Despite repeated requests for payment, LYM has refused to pay the outstanding invoices.

COUNT I

(Breach of Contract)

14. CO incorporates all the allegations contained in paragraphs 1 through 14 of the Complaint as if set forth in full herein.

15. CO sold time on the Billboard to LYM under the terms and conditions of the Contract.

16. LYM breached the Contract by its failure to pay the invoices attached hereto as Exhibit B.

17. As a result of LYM's breach, CO has suffered damages in the amount of \$160,000.

WHEREFORE, CO requests that the Court enter judgment against LYM and in favor of CO for \$160,000 in compensatory damages, together with prejudgment interest, costs of suit, attorney's fees and such other relief as the Court may deem just and proper.

COUNT II

(Unjust Enrichment)

18. CO incorporates all the allegations contained in paragraphs 1 through 17 of the Complaint as if set forth in full herein.

33. LYM has been unjustly enriched by reason of its failure to pay for the use of the Billboard provided by CO.

WHEREFORE, CO requests that the Court enter judgment in its favor and against LYM for \$160,000 in compensatory damages, together with prejudgment interest, costs of suit, attorney's fees and such other relief as the Court may deem just and proper.

Dated: May 20, 2019

LAW OFFICE OF EDUARDO GLAS, P.C.
Attorneys for City Outdoor, Inc.

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